

SAGAR FOREST DIVISION.

Notification dated the 11th January 1939.

It is hereby notified for general information that the right to cut and remove the following kinds of timber trees enumerated, numbered and marked for felling in the following State Forest Coupes of 1938-39 will be sold by public auction by the District Forest Officer or any other Officer deputed by him at the District Forest Office, Sagar Division, Sagar, on 4th February 1939.

Name of Range	Name of State Forest	Name of Coupe	Kind of trees marked	No. of trees	Approximate quantity	Remarks
Sorab	Chandraguthi State Forest.	Chandraguthi Coupe	Matti .. Jalari .. Massi .. Honne .. Other kinds	8 35 5 2 2	C.ft. 100 500 75 30 60	4th February 1939.

N.B.—Quantities noted are only approximate.

The sale will commence at 2 P.M. precisely and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests, Shimoga, in other cases.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber in the coupes and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a Solvency Certificate as under Tangadi sale rules and deposit a sum of Rs. 100 (Rupees one hundred only) as earnest money with the Officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall, immediately, after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid, failing which the right will be resold or worked by the Department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or Departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in gain.

3. Defaulters to the Department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per c.ft. of timber).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (Rupees one hundred) or 25 per cent of the sale amount, whichever is less, as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the Department at his risk, as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

Conditions.

- (a) That he shall fell and remove the timber purchased by him before the 15th June 1939.
- (b) That he shall make the fellings of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.
- (c) That he shall fell the trees he has purchased and dress the logs on the spot and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.
- (d) That only saws shall be used for cutting up the logs into the required lengths and that only whitewood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.
- (e) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portion of a tree either in logs, pieces or poles.
- (f) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

- (g) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer, or such other Officer deputed by the District Forest Officer in this behalf.
- (h) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.
- (i) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.
- (j) That if any trees other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.
- (k) That no operations shall take place in the forest after sunset or before sunrise.
- (l) That he shall have no right whatsoever over the coupe and over the timber left unremoved in any of the coupes after the 30th June 1939.
- (m) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.
- (n) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.
- (o) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor, a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

N. VENKATARAMAIA,
District Forest Officer.

ENGINEERING DEPARTMENT.

KOLAR DIVISION.

Notification dated 13th January 1939.

1. Sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 12 noon on 8th February 1939, for restoration of Vokkaleri Hirekere Major Tank, Register No. 204-84 of Kolar Taluk.
2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer Kolar Division, in a sealed cover and superscribed as "Tender for restoring Vokkaleri Hirekere." The name of the tenderer should also be superscribed on the top of the cover.
3. Each tender must be accompanied by treasury challan for earnest money of Rs. 465 paid to the treasury to the credit of 17 (A) P. W. Deposits against the account of the Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.
4. The tenders will be opened in the presence of such tenderers who wish to be present on 8th February 1939 at Kolar. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.
5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental schedule contract form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications (1931) and also furnish a security deposit of Rs. 930.
6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.
7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.
8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Kolar, on all working days between 11 A.M. and 5 P.M.
9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.
10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.
11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.